

IN THE COUNTY COURT OF BOLIVAR COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

BEVERLY KOVARCIK

USDC No. 4:23CV106-SA-JMV

PLAINTIFF

VS.

CAUSE NO. 2023-086

BAYOU ACADEMY

DEFENDANT

COMPLAINT

COMES NOW Plaintiff Beverly Kovacik, by and through counsel, and files this
Complaint against Defendant, Bayou Academy, and, in support hereof, states as follows:

PARTIES

1. Plaintiff Beverly Kovarcik is an adult resident citizen of Bolivar County, Mississippi.
2. Defendant Bayou Academy is a private school in Bolivar County, Mississippi who may be served with service of process by this Court by the registered agent for process at the following address: 1291 Crosby Road, Cleveland, Mississippi 38732.

RELEVANT FACTS

3. Mrs. Kovarcik was wrongfully terminated by Mr. Curt McCain on June 17, 2022. Although Mrs. Kovarcik was never given a reason for her termination, Mr. Curt McCain mentioned a video of an off-campus incident that occurred where Mrs. Kovarcik used a racial slur.
4. My client, Beverly Kovarcik, is a beloved art teacher who spent several hundreds of dollars of her hard earned money to provide a better education in the arts for the children of Bayou Academy. However, because she is not a wealthy contributor to the school's overall finances, Mr. Curt McCain terminated her for no reason and threw her out the door like a bag of trash.

6. Immediately upon the termination of Mrs. Kovarcik, Mr. Curt McCain hired a 30 year old inexperienced art teacher. Mrs. Kovarcik has first-hand knowledge and has seen with her own eyes the blatant fraternization between Mr. Curt McCain and his young teachers.

7. This sexist workplace environment is unbelievable. Mrs. Kovarcik says that it is common knowledge for all the men to call Mr. McCain "Curt" but all the women faculty must call him "MR."

8. My client signed a renewal contract in April 2022. She has not violated the terms of the contract. She should not have been fired. She endured the narcissistic behavior of Mr. Curt McCain because she enjoyed teaching the students of Bayou Academy. Because of this abrupt termination, Mrs. Kovarcik was forced to hire an attorney accept a job paying considerably less than Bayou Academy.

9. If this was not enough embarrassment and humiliation, on July 25, 2022, my client was mailed a check in the amount of \$0.00 to further mistreat her. (Attached is the check). There were also donations to her summer art program that were never given to her. The school kept the check.

COUNT I

BREACH OF CONTRACT

9. The above and foregoing actions of Defendant Bayou Academy give rise to a cause of action for breach of contract as Bayou Academy breached the contract with Plaintiff by failing to pay her in accordance with the employment contract.

10. All of the foregoing conduct constitutes a breach of contract which has resulted in damages to Plaintiff.

COUNT II

BREACH OF GOOD FAITH AND FAIR DEALING

11. The above and foregoing actions of Defendant Bayou Academy give rise to a cause of action for breach of fiduciary duty, good faith and fair dealing as Bayou Academy has failed to operate in good faith.

12. Bayou Academy has intentionally breached the contract with Plaintiff and in so doing evidenced an intent never to have honored the contract.

COUNT III

WHEREFORE, PREMISES CONSIDERED, Plaintiff Beverly Kovarcik demands judgment of, from and against Defendant Bayou Academy in the following particulars:

A. For monetary damages arising from a breach of contract in an amount to be set at \$250,000;

B. For attorney fees of \$3,500.00;

Dated, this the ____ day of March, 2023.

RESPECTFULLY SUBMITTED,

DocuSigned by:

278A8CCB20CA437
BEVERLY KOVARCIK